

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

MASSACHUSETTS WATER  
RESOURCES AUTHORITY

Defendant,

and

COMMONWEALTH OF MASSACHUSETTS,

Statutory Party required by  
33 U.S.C. § 1319(e).CIVIL ACTION  
No. 85-0489-RGSSTIPULATION AND ORDER

Upon consideration of the joint motion of the United States and the Massachusetts Water Resources Authority for entry of the Stipulation and Order, it is hereby stipulated and ordered as follows:

Civil Penalty

1. The Massachusetts Water Resources Authority ("MWRA" or "Authority") shall pay a civil penalty of \$305,000 to the United States within thirty days of the entry of this Order. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") in accordance with written instructions to be provided to the MWRA by the United States Attorney's Office for the District of Massachusetts, John J. Moakley U.S. Court House, 1 Courthouse Way, Suite 9200, Boston, MA 02210, referencing USAO File No. 2008V00633, EPA Region I, and DOJ Case Number 90-5-1-1-08992. At the time of payment, the MWRA shall send a copy of the EFT

authorization form and the EFT transaction record, together with a transmittal letter, to the United States Attorney's Office, the U.S. Department of Justice - EES, and EPA at the addresses specified in Paragraph 18 below. A copy of the above shall also be sent by email to [acctsreceivable.CINWD@epa.gov](mailto:acctsreceivable.CINWD@epa.gov) and by mail to: EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268. In the event of failure to make timely payment, interest will be charged in accordance with the statutory judgment interest rate as provided in 28 U.S.C. § 1961.

### **Supplemental Environmental Projects**

2. The MWRA shall implement the three supplemental environmental projects ("SEPs") set forth in Appendix A in accordance with the provisions of this Order and Appendix A. The three SEPs, which the parties agree are intended to secure environmental or public health protection and improvements, are: (a) Marine Debris/Floatables Cleanup for the Neponset River, the Belle Island Inlet, the Mystic River, the Malden River, the Fore River, the Town River Bay, the Chelsea River, and the Charles River, (b) Sewage Pumpout Boat to Service Commercial Vessels, and (c) Installation of Low Flow Toilets in Municipal Buildings. The SEPs shall be completed in accordance with the schedules set forth in Appendix A. The MWRA is responsible for the satisfactory completion of the SEPs in accordance with the provisions of this Order and Appendix A. The MWRA may use contractors in planning and implementing the SEPs.

3. With regard to the SEPs, the MWRA certifies:

a. that all cost information provided to EPA in connection with EPA's approval of the SEPs is complete and accurate and that the MWRA in good faith estimates that the costs to implement the SEPs is \$305,000;

b. that, as of the date of the motion for entry of this Order, the MWRA is not required to perform or develop the SEPs by any federal, state, or local law or regulation and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. that the SEPs are not projects that the MWRA was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Order;

d. that the MWRA has not received credit for the SEPs in any other enforcement action; and

e. that the MWRA will not receive any reimbursement for any portion of the SEPs from any other person.

4. SEP Completion Reports

a. No later than the dates specified in Appendix A, the MWRA shall submit SEP Completion Reports to the United States Attorney's Office, the U.S. Department of Justice - EES, and EPA at the addresses specified in Paragraph 18 below. The SEP Completion Reports shall contain the following information:

- i. a detailed description of the SEP as implemented;
- ii. a description of any problems encountered in completing the SEP and the solutions thereto;
- iii. an itemized list of all eligible SEP costs expended;
- iv. if requested, a copy of applicable invoices, purchase orders, or other cost documentation;
- v. certification that the SEP has been fully implemented pursuant to

the provisions of this Order and Appendix A; and

- vi. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and any pollutant reductions, if feasible).

b. The SEP Completion Reports shall be signed by an MWRA official with knowledge of the SEP and shall include the following certification language:

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

5. Upon receipt of a SEP Completion Report, EPA will either (i) indicate in writing that EPA concludes that the SEP has been completed in accordance with the provisions of this Order and Appendix A, (ii) indicate in writing that EPA concludes that the SEP has not been completed in accordance with the provisions of this Order and Appendix A, with a statement of reasons for its conclusion, or (iii) request supplementation of the SEP Completion Report, with a specification of the supplemental information required.

6. Any written public statement, in print, film, or other media, made by the MWRA making reference to the SEPs under this Order shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, United States v. Massachusetts Water Resources Authority, taken on behalf of the U.S.

Environmental Protection Agency under the Clean Water Act." In any oral public statement made by the MWRA publicizing any of the SEPs at a press event or other presentation to news media or in a public gathering, the MWRA shall include similar language.

7. If the MWRA completes the SEPs in accordance with the Order and Appendix A, but does not spend the full amount of the estimate set forth in Paragraph 3.a. above, and if EPA determines that the amount remaining reasonably could be applied toward another SEP, the MWRA shall utilize the amount remaining in the implementation of another SEP, following approval by EPA of the SEP. Unless a different SEP is proposed by the MWRA and approved by EPA, the amount remaining shall be utilized on an additional marine debris/floatables cleanup SEP for one or more tributaries to Boston Harbor following approval by EPA of the tributary selection and schedule.

#### **Other Requirements**

8. a. Except under either of the Conditions set forth in subparagraph 8.b, below, the MWRA shall maintain a secondary process limit of at least 700 MGD at the Deer Island Treatment Plant ("DITP"), unless a different secondary process limit is established in a National Pollutant Discharge Elimination System ("NPDES") permit.

b. (1) Condition A – In the event of a bypass of secondary treatment, both of the conditions set forth in Part II.B.4.b. of the MWRA's NPDES permit and in 40 C.F.R.

§ 122.41(m)(2) are satisfied with respect to all flows bypassed;

(2) Condition B – In the event of a bypass of secondary treatment, all three of the conditions set forth in Part II.B.4.d. of the MWRA's NPDES permit and in 40 C.F.R.

§ 122.41(m)(4) are satisfied with respect to all flows bypassed.

c. The term "secondary process limit" refers to the setting in the process control system for the Deer Island Treatment Plant which directs flows up to and including that flow rate through secondary treatment.

d. Nothing in this Stipulation and Order constitutes a stipulation or determination by the MWRA, the United States, or the Court as to whether bypasses of secondary treatment of flows at the DITP below, at, or above 700 MGD satisfy the bypass conditions set forth in Part II.B.4.b. or d. of the MWRA's NPDES permit and in 40 C.F.R. § 122.41(m)(2) or (4).

9. Within 24 hours after the commencement of any diversion of waste water around secondary treatment facilities at the DITP, the MWRA shall notify the EPA by telephone or email of the commencement of the diversion of waste water around secondary treatment facilities. Within 5 days after the commencement of any diversion of waste water around secondary treatment facilities at the DITP, the MWRA shall provide to EPA a written submission containing a description of the diversion and its cause and the period of the diversion, including its exact dates and times. If the diversion has not stopped by the time the written submission is due, the written submission shall also include a statement as to the anticipated time it is expected to continue and any steps taken or planned to reduce or eliminate the diversion.

#### **Stipulated Penalties**

10. a. For each of the SEPs, if the MWRA does not complete the implementation of the SEP in accordance with the Order and Appendix A by the final completion date specified in Appendix A for that SEP, the MWRA shall, subject to the provisions of Paragraph 10.c. hereof, be liable for stipulated penalties of \$ 250 per day for the 1<sup>st</sup>



through 30<sup>th</sup> day, \$500 per day for the 31<sup>st</sup> through 60<sup>th</sup> day, and \$1000 per day for the 61<sup>st</sup> day and beyond. Stipulated penalties shall begin to accrue on the date the SEP was to be completed in accordance with the Order and Appendix A and shall accrue until the SEP has been completed.

b. If the MWRA does not submit the SEP Completion Reports, containing the information required under Paragraph 4, by the dates specified in Appendix A, the MWRA shall, subject to the provisions of Paragraph 10.c. hereof, be liable for stipulated penalties of \$ 250 per day for the 1<sup>st</sup> through 30<sup>th</sup> day, \$500 per day for the 31<sup>st</sup> through 60<sup>th</sup> day, and \$ 1,000 per day for the 61<sup>st</sup> day and beyond. Stipulated penalties shall begin to accrue on the date the SEP Completion Report was to be submitted and shall accrue until the SEP Completion Report, containing the required information, has been submitted.

c. Force Majeure.

i. For the purposes of this Paragraph, "force majeure" shall mean any event that is beyond the control of the MWRA that delays the timely completion of a SEP in accordance with the Order and Appendix A beyond the final completion date for that SEP set forth in Appendix A or the timely submission of the SEP Completion Report beyond the submission due date specified in Appendix A despite the MWRA's best efforts to fulfill the obligation. The requirement that the MWRA exercise "best efforts to fulfill the obligation" includes best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible.

ii. If any event occurs that may delay the completion of a SEP beyond

the final completion date set forth in Appendix A or the submission of the SEP Completion Report beyond the submission due date set forth in Appendix A, as to which the MWRA intends to assert a claim of force majeure, the MWRA shall notify the United States at the addresses specified in Paragraph 18, in writing, as soon as practicable but no later than ten (10) calendar days from the date the MWRA first knew of the event. The notice shall include a description of the event; an explanation of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or minimize the delay; and the MWRA's reasons for attributing the event to force majeure. Compliance with the notice requirement of Paragraph 10.c.ii. shall be a condition to any claim of force majeure.

iii. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the MWRA shall not be liable for stipulated penalties under Paragraph 10.a. or b. for delay attributable to the event and the time for completion of the SEP or submission of the SEP Completion Report will be extended for the period of delay attributable to the event. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the MWRA may assert in defense of any demand for stipulated penalties under Paragraph 10 or 11 that the delay was due to a force majeure event. In any such proceeding arising from such a demand, the MWRA shall have the burden of demonstrating by a preponderance of the evidence that the delay was due to a force majeure event, that the duration of the delay was warranted under the circumstances, that best efforts were exercised to avoid or minimize the delay, and that the MWRA provided the notice required under Paragraph 10.c.ii. If the MWRA carries this burden, stipulated penalties shall not be due for the period of delay due to



the force majeure event.

11. If EPA concludes that the MWRA is liable for stipulated penalties under Paragraph 10.a. or b. above, EPA may send the MWRA a written demand for stipulated penalties. If EPA sends the MWRA such a demand, the MWRA shall pay the stipulated penalties within thirty days of receiving the demand unless the MWRA disputes EPA's conclusion that the MWRA is liable for stipulated penalties under Paragraph 10.a. or b. above. In the event the MWRA disputes EPA's conclusion, the MWRA shall bear the burden of proof of demonstrating that EPA's conclusion is incorrect. In the event the MWRA disputes EPA's conclusion, any stipulated penalties, together with interest, determined to be due and owing shall be paid within thirty days of an agreement between the MWRA and the United States or a ruling by this Court, or, if appealed, the First Circuit, resolving the dispute.

#### **Other Provisions**

12. This Order resolves the civil claims of the United States for the violations alleged in the Supplemental Complaint filed in this action through the date of the filing of the Supplemental Complaint. The MWRA's execution of this Stipulation and Order is not, and shall not be construed to be, an admission by the MWRA of the truth of any of the allegations of the Supplemental Complaint concerning conduct or omissions to act by the MWRA which are alleged therein to constitute a violation of the Clean Water Act, of the regulations under that Act, or of the terms of the MWRA's NPDES permit.

13. The United States reserves all legal and equitable remedies available to enforce the provisions of this Order. This Order shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Clean Water Act or implementing

regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 12.

14. In any subsequent or previously filed administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Deer Island Treatment Plant, the MWRA shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent or previously filed proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 12 of this Order.

15. This Order is not a permit, or modification of any permit, under any federal, State, or local laws or regulations. The MWRA is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and the MWRA's compliance with this Order shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States, by moving to enter this Order, does not warrant or aver in any manner that the MWRA's compliance with any aspect of this Order will result in compliance with provisions of the Clean Water Act, 42 U.S.C. § 1251, et seq. or with any other provisions of federal, State, or local laws, regulations, or permits.

16. Nothing in this Order limits the rights or defenses available under Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e), in the event that the laws of the State, as currently or hereafter enacted, may prevent the MWRA from raising revenues needed to comply with the Order.

17. This Stipulation and Order shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to the Stipulation and Order if the comments regarding the Stipulation and Order disclose facts or considerations indicating that the Stipulation and Order is inappropriate, improper, or inadequate. The MWRA agrees not to withdraw from or oppose entry of this Stipulation and Order by the Court or to challenge any provision of the Stipulation and Order, unless the United States has notified the MWRA in writing that it no longer supports entry of the Stipulation and Order as lodged with the Court.

18. For purposes of this Order, the addresses of the United States Attorney's Office, the U.S. Department of Justice - EES, and EPA are:

Anton P. Giedt  
Assistant United States Attorney  
John J. Moakley U.S. Court House  
1 Courthouse Way, Suite 9200  
Boston, MA 02210

Chief, Environmental Enforcement Section  
U.S. Department of Justice - EES  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044-7611

Michael Wagner  
Assistant Enforcement Counsel  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region I  
One Congress Street, Mail Code SEL  
Boston, MA 02114-2023

Todd Borci  
Environmental Engineer  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region I  
One Congress Street, Suite 1100 - Mail Code SEW  
Boston, MA 02114-2023

19. a. This Court shall retain jurisdiction over this case for the purpose of resolving any disputes under this Stipulation and Order or effectuating or enforcing compliance with the terms of the Stipulation and Order.

b. Compliance with the requirements of Paragraphs 1 through 7 and 10 and 11 of this Stipulation and Order and Appendix A shall constitute compliance in full with the penalty and SEP provisions of this Stipulation and Order. The MWRA's obligations under Paragraphs 8 and 9 of this Order shall terminate when a new NPDES permit is issued to the MWRA by the EPA relating to the DITP and it becomes effective.

SO ORDERED.

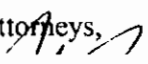


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United States District Judge

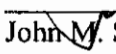
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
Massachusetts Water Resources Authority

United States of America

By its attorneys,   


By its attorneys,

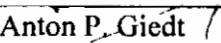
 John M. Stevens (BBO #480140)  
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## **APPENDIX A**

### **SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

#### **SCOPE OF WORK**

1. Marine Debris/Floatables Cleanup for the Neponset River, the Belle Island Inlet, the Mystic River, the Malden River, the Fore River, the Town River Bay, the Chelsea River, and the Charles River.

The MWRA shall remove and properly dispose or recycle marine debris/floatables ("debris") from the Neponset River (from its mouth to the Dorchester Lower Mills dam), the Belle Island Inlet, the Mystic River (from the Alford Street Bridge to the Route 16 Bridge), the Malden River, the Fore River (from its mouth to the Fore River Bridge), the Town River Bay, the Chelsea River (upstream of the Chelsea River Bridge) and the Charles River (from the Charles River Dam to the Watertown Dam). The MWRA may enter into agreements with contractor(s) or other entities for the implementation of the work. Such contractor(s) or other entities may include, without limitation, private contractor(s) and the Charles River Cleanup Boat, a 501(c)(3) organization. The MWRA shall remain responsible for the satisfactory completion of this SEP. The MWRA shall expend \$105,000, subject to footnote one, on this project. The MWRA shall manage the project with the objective of maximizing the removal benefits achieved for the amount of funding. The MWRA estimates that the SEP will include at least 600 boat-hours of removal work. The MWRA shall remove as much material as is practicable during each hour of operation. The amount of time spent removing debris shall be roughly proportionally and equitably divided among the above waterways, subject to reasonable adjustments based on the removal needs encountered.

The types of debris to be removed, if encountered and of a size and weight manageable enough to be safely handled in the boat, include:

1. Various-sized pieces of broken or rotted trees
2. Construction debris
3. Various paper and plastic wrappers
4. Cardboard
5. Various glass and aluminum beer and soda bottles
6. Styrofoam cups and containers
7. Discarded cigarettes and packages
8. Discarded shopping carriages
9. Discarded tires

Where appropriate, the MWRA shall provide for recycling of debris removed. The MWRA shall ensure that all debris removed is recycled or disposed of in accordance with regulatory requirements. The SEP shall include the maintenance of records of the times and locations of work, the types of debris removed, the amounts of debris removed, and the method and location of



disposal or recycling. The MWRA shall provide copies of such documentation to EPA upon request. The amounts of debris removed can be measured through photographs, records of the number of dumpsters filled with various types of debris, and/or other methods of documentation.

Eligible SEP costs are the costs of the actual removal work and disposal or recycling charges. The MWRA's administrative costs shall not be counted towards the cost of the SEP.

**Estimated Cost of the SEP: \$105,000<sup>1</sup>**

**Schedule:**

Activity	Milestone
Commence debris removal.	Prior to the end of twelve months from the entry of the Stipulation and Order
Complete debris removal on the Neponset River, Belle Island Inlet, Mystic River, Malden River, Fore River, Town River Bay, Chelsea River, and Charles River.	Prior to the end of eighteen months from the entry of the Stipulation and Order (SEP final completion date)
Submit SEP Completion Report. The report shall include a summary of the times and locations of work, the amounts and types of debris removed, the methods and locations of recycling or disposal, and copies of applicable cost documentation, including any contracts or other agreements entered into for performance of the work, purchase orders, and invoices.	Prior to the end of twenty-one months from entry of the Stipulation and Order (SEP Completion Report due date)

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<sup>1/</sup> If the cost of the sewage pumpout boat purchased by the MWRA under the sewage pumpout boat SEP exceeds \$100,000, the MWRA may reduce the scope of work for debris removal in this SEP commensurate with the amount that the price of the pumpout boat exceeds \$100,000, provided that the total amount the MWRA spends on the three SEPs in this Appendix is at least \$305,000.

## 2. Sewage Pumpout Boat to Service Commercial Vessels

The MWRA shall provide a fully operational sewage pumpout boat to the City of Boston that will be used by the City to service commercial vessels in Boston Harbor and vicinity. The boat shall be at least 30 feet long and have a containment cell with a capacity of at least 950 gallons. It is estimated that the boat will cost approximately \$100,000. In order to proceed with this SEP, the MWRA shall obtain from the City an enforceable written commitment to the MWRA to (a) own, maintain, and operate the sewage pumpout boat provided by the MWRA for five years, (b) use the boat to pump sewage primarily out of commercial vessels in Boston Harbor and vicinity, (c) dispose of sewage pumped out in accordance with regulatory requirements, (d) maintain records concerning the operation and usage of the boat, including the numbers and types of vessels served, the volume of sewage pumped out, and the location(s) of disposal of the sewage pumped out, and (e) provide annual summaries regarding the operation and usage of the boat.<sup>2</sup>

The MWRA shall procure a contract for the design and construction of the sewage pumpout boat. Following construction of the sewage pumpout boat, the MWRA shall provide the boat, with appropriate title and registration documents, to the City. Following provision of the boat to the City, the MWRA shall provide annual summaries regarding the operation and usage of the boat to EPA as specified below.

Eligible SEP costs are the cost of the fully operational sewage pumpout boat. The MWRA's administrative costs shall not be counted towards the cost of the SEP.

**Estimated Cost of the SEP:** Approximately \$100,000<sup>3</sup>

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<sup>2</sup> If the City of Boston does not provide a written commitment to the MWRA as specified above prior to the end of three months from the entry of the Stipulation and Order, the MWRA shall not be required to implement this SEP and shall instead utilize the \$100,000 estimated cost of this SEP in the implementation of another SEP, following approval by EPA of the SEP. Unless a different SEP is proposed by the MWRA and approved by EPA, the \$100,000 shall be utilized on an additional marine debris/floatables cleanup SEP for tributaries to Boston Harbor following approval by EPA of the tributary selection and schedule.

<sup>3/</sup> If the cost of the sewage pumpout boat purchased by the MWRA under this SEP exceeds \$100,000, the MWRA may reduce the scope of work for debris removal under the marine debris/floatables cleanup SEP commensurate with the amount that the price of the pumpout boat exceeds \$100,000, provided that the total amount the MWRA spends on the three SEPs in this Appendix is at least \$305,000.

**Schedule:**

<b>Activity</b>	<b>Milestone</b>
Award a contract for the design and construction of the fully operational sewage pumpout boat and notify EPA, DOJ, and the U.S. Attorney's Office by letter of the award, including information about the vendor and type of boat.	Prior to the end of six months from the entry of the Stipulation and Order
Provide the fully operational sewage pumpout boat to the City of Boston and notify EPA, DOJ, and the U.S. Attorney's Office by letter of the provision of the boat to the City of Boston, including information about the boat as designed and constructed and documentation of the cost of the boat.	Prior to the end of twelve months from the date of entry of the Stipulation and Order
Provide annual summaries regarding operation and usage of the boat.	By the end of March following each calendar year for the first five years after the boat is provided to the City.
Complete sewage pumpout boat operation	By the end of the fifth year after the boat is provided to the City (SEP final completion date)
Submit SEP Completion Report.	By the end of June following the due date of the fifth annual summary (SEP Completion Report due date)

### 3. Installation of Low Flow Toilets in Municipal Buildings

The MWRA shall implement a project to install low-flow toilets, and associated plumbing fixtures, piping and connections, in public buildings owned and in use by Massachusetts municipalities that are members of the MWRA's sewer service area and/or by municipal housing authorities within these cities and towns. The MWRA shall expend \$100,000 on this project. The MWRA estimates that the SEP will include the installation of at least 80 low-flow toilets. To the extent practicable with the level of funding, the MWRA will increase the number of low-flow toilets installed. Low flow toilets are generally designed to use approximately 1.6 gallons of water, a reduction of approximately 50% -70% of the water usage of older standard units which typically use between 3.5 to 7 gallons per flush. The low flow toilets shall only be installed to replace old, non-low flow toilets in older public buildings where there is no pre-existing renovation project either planned or ongoing which originally included replacement of toilet fixtures. They may not be installed in conjunction with new construction or with already planned or ongoing renovation projects unless the MWRA documents that the plans for the renovation did not originally include replacement of toilet fixtures.

The MWRA may enter into agreements with contractor(s) or other entities for the implementation of the installation. The contractor(s) or other entities that enter into such agreements with the MWRA may include, without limitation, the municipalities that are members of the MWRA's sewer service area and/or municipal housing authorities within these cities and towns. The MWRA shall at all times remain responsible for the satisfactory completion of this SEP.

The number of installations performed in each of the communities that are members of the MWRA's sewer service area, including installations in buildings owned by municipal housing authorities, shall be roughly proportionate to the community's percentage of the MWRA's system-wide sewer assessment, except that if a community declines to participate in the project the MWRA will re-allocate the number of installations among the remaining participating communities.

The SEP shall include the documentation of the location where each installation occurred and the expenditures for each installation. The SEP Completion Report shall include information on the locations where the installations occurred, the expenditures for each installation, and an estimate of the aggregate reduction in water use and the reduction in waste water volume.

Eligible SEP costs are the costs of the fixtures and the direct costs of the plumbing installation work. The MWRA's administrative costs shall not be counted towards the cost of the SEP.

**Estimated Cost of the SEP: \$100,000**

**Schedule:**

Activity	Milestone
Commence installation of the low-flow toilets.	Prior to the end of twelve months from the entry of the Stipulation and Order
Complete installation of the low-flow toilets.	Prior to the end of twenty-seven months from the entry of the Stipulation and Order (SEP final completion date)
Submit SEP Completion Report. The report shall include documentation of the location where each installation occurred and of the expenditures for each installation, including copies of any contracts or other agreements entered into by the MWRA with municipalities, municipal housing authorities, or other entities for implementation of the project and copies of the purchase orders, invoices, or other documentation for the cost of the fixtures and installation work.	Prior to the end of thirty months from the entry of the Stipulation and Order (SEP Completion Report due date)